

**Amendment to the Agreement
Between
Utility USA, Inc. and Utility USA, Inc. dba OSCATEL Telecommunic
and
BellSouth Telecommunications, Inc.
Dated October 9, 2003**

Pursuant to this Amendment, (the "Amendment"), Utility USA, Inc. and Utility USA, Inc. dba OSCATEL Telecommunic ("Utility USA"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated October 9, 2003 ("Agreement") to be effective with the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and Utility USA entered into the Agreement on October 9, 2003, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete and replace Section 20.1 of General Terms and Conditions as follows:

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

Utility USA, Inc.
Utility USA, Inc.
d/b/a OSCATEL Telecommunications

Oscar Carvajal
President
122 N. Military Trail
West Palm Beach, FL 33415

and

Oscar Nodarse
Vice President
3122 N. Military Trail
West Palm Beach, FL 33415
Phone: 561-478-6119
Fax: 561-242-6119

onodase@aolcom

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

2. All of the other provisions of the Agreement, dated October 9, 2003, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen Rowe

Title: Director

Date: 3/10/05

Utility USA, Inc.

By: 

Name: BEAR NODDER

Title: President

Date: 3/6/2005

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